

## BLANKET SERVICES AGREEMENT FOR DESIGN AND CONSTRUCTION MANAGEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is \_\_\_\_\_, and **HDR ENGINEERING, INC.**, (the "Consultant"), a Corporation whose address is **7180 Pollock Drive, Suite 200., Las Vegas, NV, 89119**, and fax number is **(702) 938-6060**.

### WITNESSETH:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

WHEREAS, with respect to each Project, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement; and

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof.

### SECTION ONE CONSULTANT RESPONSIBILITIES

#### 1.01 *Description of Consultant's Services.*

**A. Definition.** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

**B. Issuance.** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

**C. Services.** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

**1.02 Performance Standards.** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

**1.03 Document Review.** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of confirming that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

**1.04 Waiver.** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

**1.05 Designation of Consultant's Representative.** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

**1.06 Correspondence Review.** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

**1.07 Cooperation with the City.** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

**1.08 Responsibility for Construction Document Revisions.**

**A. Applicability.** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

**B. Responsibility for Revisions.** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation to the extent that such modifications are due to the Consultant's failure to meet its standard of care. Otherwise, such modifications will be an additional service hereunder. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

## SECTION TWO CITY RESPONSIBILITIES

**2.01**            **City Representative.** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

**2.02**            **Review of Consultant's Services and Documents.** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

**2.03**            **Access to Records.** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

**2.04**            **Cooperation with Consultant.** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

## SECTION THREE CHANGES TO CONSULTANT'S SERVICES

**3.01**            **Requested Changes.** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

**3.02**            **Adjustment of Compensation.** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

## SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

**4.01**            **Additional Services.** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

**4.02**            **Attendance at Meetings or Public Hearings.** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

## SECTION FIVE SUBCONSULTANT AGREEMENT

**5.01 Subconsultant Provisions.** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

## SECTION SIX TERM OF AGREEMENT

**6.01 Term.** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

**6.02 Disputes.** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

## SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

**7.01 Compensation: Basic Services.** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

**7.02 Compensation: Additional Services.** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

**7.03 Compensation: Reimbursable Expenses.** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

**7.04 Payment Invoicing.** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

**7.05** **Right to Off-Set.** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

**7.06** **Final Payment.** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

## SECTION EIGHT PERFORMANCE SCHEDULE

**8.01** **Performance Schedule.** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

## SECTION NINE AUDIT: ACCESS TO RECORDS

**9.01** **Records.** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

**9.02** **Disclosure.** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

**9.03** **Period of Maintenance.** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

**9.04** **Subcontract Provisions.** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

## SECTION TEN MISCELLANEOUS PROVISIONS

**10.01** **Suspension.** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

- (i) the Consultant was not a contributing cause for the suspension,
- (ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
- (iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

**10.02. Termination for Convenience.** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

**10.03 Termination for Cause or Other Resolution.**

**A. Default.** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

- (i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,
- (ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
- (iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or
- (iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

**B. City's Rights.** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

- (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,
- (ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or
- (iii) Continue with the performance of the Agreement by the Consultant and treat the Event of Default as a claim or dispute subject to the arbitration provisions set forth in Section 10.20 of this Agreement.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

**10.04                    Ownership of Documents.**

**A.            Architectural Works.** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, upon payment of all amounts rightfully due by the City to the Consultant for services performed hereunder, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. Any reuse or modification by the City or on the City's behalf for purposes other than intended by the Consultant under this Agreement shall be at the City's sole risk and without liability to the Consultant.

**B.            Other Works.** To the extent that the Consultant's services does not involve the design of an architectural work, upon payment of all amount rightfully owed by the City to the Consultant under this Agreement, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents for purposes intended by the Consultant under this Agreement. Any use or modification by the City or on the City's behalf for purposes other than intended by the Consultant under this Agreement shall be at the City's sole risk and without liability to the Consultant. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

**C.            Definition of Architectural Work.** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

**D.            Delivery of Documents.** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

**E.            Confidentiality.** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

**F.            Contractual Rights.** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design. Any use or modification by the City or on the City's behalf for purposes other than intended by the Consultant under this Agreement shall be at the City's sole risk and without liability to the Consultant.

**10.05                    Insurance.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

**A.            Workmen's Compensation Insurance.** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

**B. Comprehensive General Liability Insurance.** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

**C. Professional Liability Insurance (Errors and Omissions Coverage).** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

**D. Cancellation or Modification of Coverage.** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Comprehensive General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

**E. Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and able to legally provide insurance in the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

**F. Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

**10.06 Indemnity.** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its officers, employees and agents (herein the "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") which the Indemnitees may suffer to the extent caused by the negligent errors, omissions, recklessness, intentional misconduct of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant fails to do so, the Indemnitees shall have the right, but not the obligation, to defend the same and charge the direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant which is proportionate to the liability of the Consultant.

If the professional liability insurer of the Consultant does not so defend the Indemnitees and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact may award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is proportionate to the liability of the Consultant. As used in this Section, "agents" means those persons who are directly involved in and acting on behalf of the City in furtherance of this Agreement or the public work to which this Agreement pertains.

**10.07 Assignment.** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

**10.08 Waiver.** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.



**10.09**            **Consultant Warranties.** The Consultant hereby represents and warrants that:

(i)            it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii)           it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii)          its computer hardware, software, and firmware will continue functioning without interruption, except due to causes out of Consultant's reasonable control, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv)          it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

**10.10**            **Consultant's Employees.** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

**10.11**            **Independent Contractor.** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

**10.12**            **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

**10.13**            **Compliance with Laws.** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

**10.14**            **Severability.** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

**10.15**            **Confidentiality.** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, and has not come into the public domain, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization, unless such is required by law or court order. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

**10.16**            **Site Inspection.** The Consultant represents that, prior to executing each Project Task Order, it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

**10.17**            **Modification.** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

**10.18 Notice.** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, (iii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement, or (iv) sent via reputable overnight courier.

**10.19 Prohibition Against Contingent Fees.** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**10.20 Claim or Dispute Resolution.**

**A. Notice of Claim or Dispute.** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement. In the event of such failure, the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

**B. Resolution by Management.** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

**C. Resolution by Arbitration.** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

**D. Right of Consolidation.** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

**E. Right of Joinder.** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. **Discovery.** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. **Award Final.** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. **Mediation.** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 **Attorney Fees.** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 **Calendar Day.** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 **Exhibits.** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

10.24 **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 **Agreement Version.** This document incorporates the standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**CITY OF LAS VEGAS**

By \_\_\_\_\_  
Kathleen C. Rainey, Manager  
Purchasing & Contracts

**ATTEST**

\_\_\_\_\_  
Beverly K. Bridges, MMC  
City Clerk

Date

**APPROVED AS TO FORM**

John S. Rindilla 11/12/07  
Deputy City Attorney Date

**HDR ENGINEERING, INC.**

By Lolene Terry  
Lolene Terry, HDR Engineering

## **LIST OF EXHIBITS**

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

**EXHIBIT “ A ” SCOPE OF SERVICES**

**EXHIBIT “ B ” REQUIRED SUBMITTALS**

**EXHIBIT “ C ” PERFORMANCE SCHEDULE**

**EXHIBIT “ D ” FEE BREAKDOWN**

**EXHIBIT “ E ” ADDITIONAL COMPENSATION**

**EXHIBIT “ F ” KEY PERSONNEL LIST**

**EXHIBIT “ G ” DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**EXHIBIT “ H ” PROJECT TASK ORDER**

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

END OF EXHIBIT "A"

**EXHIBIT "B"**

**REQUIRED SUBMITTALS**

The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF EXHIBIT "B"

**EXHIBIT "C"**

**PERFORMANCE SCHEDULE**

The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"



**EXHIBIT "D"**

**FEE BREAKDOWN**

The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "D"

**EXHIBIT "E"**

**ADDITIONAL COMPENSATION**

**CONSULTANT HOURLY RATES**

The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Principal Engineer	\$235	Per Hour
Project Manager	\$230	Per Hour
Senior Engineer	\$190	Per Hour
Staff Engineer	\$115	Per Hour
Sr. Designer/CADD Technician	\$132	Per Hour
Designer/CADD Technician	\$89	Per Hour
Specification Writer	\$98	Per Hour
Controller	\$94	Per Hour
Clerical	\$72	Per Hour

END OF EXHIBIT "E"

**EXHIBIT "F"**

**KEY PERSONNEL LIST**

**CITY PERSONNEL**

CITY REPRESENTATIVE for this Blanket Agreement: **John Bettencourt, PE, MBA**

CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

**CONSULTANT'S PROJECT STAFF**

Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

CONSULTANT REPRESENTATIVE: **B. Dennis Hugh, PE**

ENGINEER OF RECORD: B. Dennis Hugh, P.E. or as designated in each executed Task Order

PROJECT MANAGER: B. Dennis Hugh, P.E., or as designated in each executed Task Order

TECHNICIAN/CADD: As designated in each executed Task Order

CLERICAL: Karen Smith, or as designated in each executed Task Order

**CONSULTANT'S SUBCONSULTANTS**

Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None.

END OF EXHIBIT "F"

## EXHIBIT "G"

### CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

#### 1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

#### 2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

#### 3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

#### 4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

<b>Block 1</b>	<b><u>Contracting Entity</u></b>
Name	HDR Engineering, Inc.
Address	7180 Pollock Drive, Suite 200 Las Vegas, Nevada, 89119-9005
Telephone	(702) 938-6000
EIN or DUNS	47-0680568

<b>Block 2</b>	<b><u>Description</u></b>
Engineering Services:	
RFP #:	

<b>Block 3</b>	<b><u>Type of Business</u></b>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation	

## CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	HDR, Inc. (100%)	8404 Indian Hills Drive Omaha, NE 68114-4098	(402) 399-1000
2.	See attached list of Directors and Officers		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 11

Block 5	Disclosure of Ownership and Principals - Alternate
<p>If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.</p>	
<p>Name of Attached Document: <u>HDR Engineering, Inc. Directors and Officers</u></p>	
<p>Date of Attached Document: <u>November 2, 2009</u> Number of Pages: <u>13</u></p>	

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

*[Signature]*

Lolene J. Terry

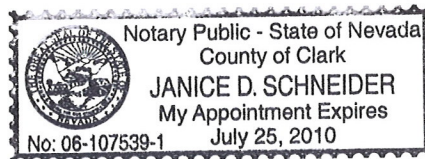
11/2/09

Date

Subscribed and sworn to before me this 2nd day of

November, 2009.

*[Signature: Janice D. Schneider]*  
Notary Public



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Exhibit G

100085-LD

Design & Construction Management

Type of Business: Professional Services, Engineering

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other

Business Name: (include d.b.a., if applicable)

HDR Engineering, Inc.

Business Address: 7180 Pollock Drive  
Suite 200  
Las Vegas, NV 89119-9005

Business Telephone: (702) 938-6000

### Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

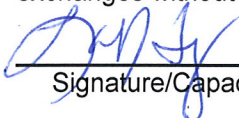
Full Name

Title

See attached



I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
Signature/Capacity

Lolene J. Terry  
Print Name  
11/2/09  
Date



## HDR Engineering, Inc.

### Directors

Name	Title
Richard R Bell	Director
Gary L Bleeker	Director
James K Haney	Director
George A Little	Director

### Officers

Name	Title
Richard R Bell	Chief Executive Officer
George A Little	President, Chief Operating Officer
Henry H Benjes	Executive Vice President
Gary L Bleeker	Executive Vice President
Timothy J Connolly	Executive Vice President
Terence C Cox	Executive Vice President
William M Dowd	Executive Vice President
James K Haney	Executive Vice President
Dennis C Hirschbrunner	Executive Vice President
Eric L Keen	Executive Vice President
Elwin M Larson	Executive Vice President
William H Raleigh	Executive Vice President
Richard J Vensas	Executive Vice President
William H Wadsworth	Executive Vice President
Kenneth E Aducci	Senior Vice President
David J Anderson	Senior Vice President
James B Andrews	Senior Vice President
David S Backer	Senior Vice President
Leroy E Baker	Senior Vice President
Ralph A Batenhorst	Senior Vice President
Stephen R Beard	Senior Vice President
Robert J Beduhn	Senior Vice President
Khalid Bekka	Senior Vice President
William E Bennett	Senior Vice President
Jeffrey S Berk	Senior Vice President
Michelle F Bissonnette	Senior Vice President
Paul A Bowdoin	Senior Vice President
Lucille H Bowen	Senior Vice President
William W Brinker	Senior Vice President
Richard L Brooks	Senior Vice President
James R Brown	Senior Vice President
Dennis W Bruce	Senior Vice President
Ricardo N Calvo	Senior Vice President
Jay A Campbell	Senior Vice President
James A Cathcart	Senior Vice President
Kenneth L Choffel	Senior Vice President
Stanley A Christopher	Senior Vice President

## Officers

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Robert F Clair	Senior Vice President
David L Clark	Senior Vice President
Christopher E Claunch	Senior Vice President
James R Connell	Senior Vice President
Paul E Cooke	Senior Vice President
C Edwin Copeland	Senior Vice President
Daniel D Costello	Senior Vice President
Timothy R Crockett	Senior Vice President
Jeff L Curren	Senior Vice President
Donald R Curtis	Senior Vice President
Mark R Dalton	Senior Vice President
William H Damon	Senior Vice President
Kevin Delange	Senior Vice President
John J Devine	Senior Vice President
Michael D Dingwell	Senior Vice President
Thomas A Donnelly	Senior Vice President
Glenn H Dostal	Senior Vice President
Marcia H Earle	Senior Vice President
Robert H Ellis	Senior Vice President
Glen E Ellmers	Senior Vice President
William F Ettlich	Senior Vice President
Brent R Felker	Senior Vice President
Timothy R Fleming	Senior Vice President
Debra L Frye	Senior Vice President
Ralph W Gilbert	Senior Vice President
Susan K Gilbert	Senior Vice President
Neil A Graff	Senior Vice President
Herbert W Grubb	Senior Vice President
William B Hagood	Senior Vice President
Charles A Hales	Senior Vice President
David G Hammond	Senior Vice President
Jeffrey Han	Senior Vice President
Daniel A Harkins	Senior Vice President
Kenneth A Hartmann	Senior Vice President
Matthew J Harvey	Senior Vice President
Duane A Hippe	Senior Vice President
Mark D Hunsicker	Senior Vice President
Marilyn D Jackson	Senior Vice President
Craig W Jardine	Senior Vice President
W Roger Johnson	Senior Vice President
Martin J Joyce	Senior Vice President
Kelly J Kaatz	Senior Vice President
Steven A Keyes	Senior Vice President
Thomas T Kim	Senior Vice President
Gregory J Kirmeyer	Senior Vice President
David C Kramer	Senior Vice President
Lawrence A Kyle	Senior Vice President
David F LeCureux	Senior Vice President



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**Officers**

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James W Lee	Senior Vice President
Craig R Lenning	Senior Vice President
David L Lewis	Senior Vice President
Harold E Lewis	Senior Vice President
Larry D Low	Senior Vice President
John T Lucey	Senior Vice President
Neil J Lucey	Senior Vice President
Edwin C Luttrell	Senior Vice President
James M Lynch	Senior Vice President
William S M'Coy	Senior Vice President
Jeff B Massengill	Senior Vice President
Jan P Mazgaj	Senior Vice President
Peter M McGroddy	Senior Vice President
Kent L McWaters	Senior Vice President
Richard R Miller	Senior Vice President
Roger W Moody	Senior Vice President
James A Moore	Senior Vice President
John H Morton	Senior Vice President
Lewis K Mosteller	Senior Vice President
Werner G Mueller	Senior Vice President
Dale T Muellerleile	Senior Vice President
Joseph D Murdoch	Senior Vice President
Johannes B Neethling	Senior Vice President
R Daniel Olson	Senior Vice President
David A Peters	Senior Vice President
Melford J Placilla	Senior Vice President
Charles C Plummer	Senior Vice President
Edward H Power	Senior Vice President
Joseph F Puzio	Senior Vice President
Dorothy G Raposa	Senior Vice President
David J Reardon	Senior Vice President
Edward E Reese	Senior Vice President
Robert J Rella	Senior Vice President
Laurie L Roden	Senior Vice President
John W Rushing	Senior Vice President
Thomas M Sanders	Senior Vice President
Charles R Scroggin	Senior Vice President
James A Shiner	Senior Vice President
Darryl J Shoemaker	Senior Vice President
Judith A Shulman	Senior Vice President
Charles T Sinclair	Senior Vice President
Michael J Skelly	Senior Vice President
Kenneth A Smith	Senior Vice President
Thomas P Smithberger	Senior Vice President
Kirk A Stull	Senior Vice President
John B Tarantino	Senior Vice President
John C Tarbell	Senior Vice President
David M Taylor	Senior Vice President

## Officers

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Edward M Tenny	Senior Vice President
Matthew B Tondl	Senior Vice President
Pasquale A Tulino	Senior Vice President
Robert D Turton	Senior Vice President
Mary K Wees	Senior Vice President
Bruce R Willey	Senior Vice President
John F Williams	Senior Vice President
Robert B Williams	Senior Vice President
Mark L Wollschlager	Senior Vice President
Kenneth J Wright	Senior Vice President
John M Yadlosky	Senior Vice President
Robert J Yechout	Senior Vice President
Russell L Zapalac	Senior Vice President
Carmen B Abad-Fitts	Vice President
Ruth C Abbe	Vice President
Roy K Abe	Vice President
Bassam C Abi-Samra	Vice President
William K Ahlert	Vice President
Paul M Alsina	Vice President
Robert L Anderson	Vice President
Alfredo F Arce	Vice President
Thomas W Atkins	Vice President
James A Bagwell	Vice President
Eugene N Balter	Vice President
Subrata Bandyopadhyay	Vice President
Norman J Barker	Vice President
Samuel R Barnes	Vice President
Elena R Barnett	Vice President
William E Barnhart	Vice President
Michael J Barton	Vice President
Adel A Bassyouni	Vice President
Vicki J Beaubien	Vice President
Robert R Becker	Vice President
Timothy R Bennett	Vice President
Steven R Bergman	Vice President
Todd B Bethard	Vice President
Douglas K Biglen	Vice President
Daniel W Billman	Vice President
Brian D Bird	Vice President
Edward C Bishop	Vice President
Douglas J Bisson	Vice President
Bryan Black	Vice President
Claude T Bland	Vice President
Bill Blaylock	Vice President
Robert M Boling	Vice President
James W Booty	Vice President
Mark D Borenstein	Vice President
Paul R Bott	Vice President

## Officers

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Charles J Brackett	Vice President
Greg G Bradshaw	Vice President
Peter J Brakenhoff	Vice President
Paul M Bratovich	Vice President
Kenneth F Briggs III	Vice President
Robert D Brittain	Vice President
Jerome W Brown	Vice President
Matthew A Bunner	Vice President
David W Buras	Vice President
William D BURGEL	Vice President
Brent A Cain	Vice President
Thomas H Caldwell	Vice President
Garson C Carothers	Vice President
Steven M Carroll	Vice President
Donald J Castro	Vice President
Yu-Jung Chang	Vice President
John M Chapman	Vice President
Jay L Chiglo	Vice President
Gregory S Chiodo	Vice President
Virginia Cisneros	Vice President
Matt J Clark	Vice President
Craig A Close	Vice President
Samuel D Cobb	Vice President
Lincoln D Cochran	Vice President
Alan S Cohen	Vice President
Richard R Coles	Vice President
Kevin R Collins	Vice President
Arthur B Colwell	Vice President
Michael J Condran	Vice President
Robert E Cone	Vice President
David L Connelly	Vice President
Donald F Connors	Vice President
David R Conover	Vice President
Michael J Conzett	Vice President
William R Cowdrey	Vice President
John L Craig	Vice President
Hubert L Cronister	Vice President
Miles L Cross	Vice President
Carl E Crull	Vice President
Phillip S Curry	Vice President
Peter C Dadamo	Vice President
Jeffrey S Dailey	Vice President
Amy S Dammarell	Vice President
Peter J Davis	Vice President
Nicholas H Davoren	Vice President
David M Dechant	Vice President
Betty J Dehoney	Vice President
Edward J Delaforest	Vice President

## Officers

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John M Dempsey	Vice President
Michael G Dodson	Vice President
Karen M Doherty	Vice President
Brian P Dolan	Vice President
Edward E Donahue	Vice President
Timothy K Dougherty	Vice President
Jeffrey S Douglas	Vice President
Mike L Downing	Vice President
Richard M Duarte	Vice President
David D Dunn	Vice President
Victor J Duran	Vice President
John H Duschang	Vice President
Benedict R Edelen	Vice President
Ruedy P Edgington	Vice President
Allison M Edwards	Vice President
Douglas T Edwards	Vice President
Katherine W Eldridge	Vice President
George T Eliason	Vice President
John J Engel	Vice President
Patrick J Engelbert	Vice President
Thomas L Englert	Vice President
Christine E English	Vice President
Marc W Eshelman	Vice President
John R Evans II	Vice President
Jason R Fanselau	Vice President
Gordon W Fassett	Vice President
Matthew W Ferguson	Vice President
Kenneth P Ferjancic	Vice President
Stephen J Ferrell	Vice President
Kenneth C Fonnesbeck	Vice President
Mark E Forest	Vice President
John S Foster	Vice President
Garey W Foyt	Vice President
Lee E Frederiksen	Vice President
Larry W Frevert	Vice President
Ruth M Fritsch	Vice President
Karl J Fryklind	Vice President
Lester H Fukuda	Vice President
Robert Gary Fuller	Vice President
Thomas M Galeziewski	Vice President
Robert C Gallup	Vice President
Duane P Gapinski	Vice President
Guillermo E Garcia	Vice President
James W Garvin	Vice President
Darlene K Gee	Vice President
Gregory H Gesell	Vice President
James B Gibson	Vice President
James R Glaser	Vice President

## Officers

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Jeffrey B Glover	Vice President
Roger S Goehri	Vice President
Oscar J Gonzalez	Vice President
Thomas E Gould	Vice President
Daniel J Graber	Vice President
David R Grady	Vice President
Karen A Graham	Vice President
Michael G Greenberg	Vice President
Dennis E Grennan	Vice President
Bruce A Grenoble	Vice President
William Gross	Vice President
Nancy A Gruwell	Vice President
Peter W Guletsky	Vice President
Adrian A Gunderson	Vice President
Carlton L Haack	Vice President
Craig E Habben	Vice President
Edith M Hadler	Vice President
Mark J Hammer	Vice President
Christopher M Haney	Vice President
Steven C Hankins	Vice President
Daniel J Harmon	Vice President
Michael C Harrison	Vice President
Gerald J Hauske	Vice President
Douglas C Hearn	Vice President
Philip C Heckler	Vice President
Julie A Hellmann	Vice President
Melissa J Hennessy	Vice President
Edward J Herald	Vice President
Lewis R Herrington	Vice President
Laurie W Herson	Vice President
John F Hesterman	Vice President
Jaime F Higgins	Vice President
Steven R Hill	Vice President
Francis T Hino	Vice President
Wallace Hise	Vice President
Steven H Hoff	Vice President
Donald R Holcomb	Vice President
Charles J Hookham	Vice President
Richard T Horton	Vice President
James D Howells	Vice President
Bruce J Howie	Vice President
Wendy J Hoyt	Vice President
Adrian J Huckabee	Vice President
Todd M Hudak	Vice President
Roger T Hunt	Vice President
John B Hyre	Vice President
Rashed T Islam	Vice President
Joseph A Izzo	Vice President

## Officers

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Vincent J Izzo	Vice President
Brent W Jensen	Vice President
Bradford L Johnson	Vice President
David C Johnson	Vice President
Michael T Johnson	Vice President
Michael W Johnson	Vice President
Thomas L Johnson	Vice President
Douglas B Jones	Vice President
Edward C Junod	Vice President
Michael P Kalis	Vice President
David W Kasper	Vice President
Robert E Kellner	Vice President
Gregory A Kempf	Vice President
Kevin A Kennedy	Vice President
Hussein H Khalil	Vice President
Anwar A Khan	Vice President
Madhusudhan R Kilambi	Vice President
Robert D King	Vice President
David J Kinnear	Vice President
Ronald H Kinoshita	Vice President
John E Koch	Vice President
Daryl A Kottwitz	Vice President
Leslie F Kramer	Vice President
Barry S Kravitz	Vice President
Louis E Krug	Vice President
Christopher La Tusso	Vice President
John Lam	Vice President
Jay R Larson	Vice President
John R Larson	Vice President
Susanna M Laszlo	Vice President
Andre E Lauzier	Vice President
John C Lazzara	Vice President
Robert E Leahey	Vice President
Carlo F Lebron	Vice President
Michelle P Leonard	Vice President
Brian J Leshko	Vice President
Joe C Lewis	Vice President
Edward J Liebsch	Vice President
Kuang Y Lim	Vice President
Wayne P Lindsay	Vice President
George W Link	Vice President
Ricky L Llewellyn	Vice President
Joseph LoBuono	Vice President
Michael V Loo	Vice President
Juan C Lopez-Paniagua	Vice President
Kenneth J Lowrey	Vice President
Chad A Luedtke	Vice President
Hassan A Mahan	Vice President

## Officers

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Don P Manthe	Vice President
Joyce M Mariani	Vice President
Robert B Martin	Vice President
Phillip J Mason	Vice President
John M Maxwell	Vice President
Kevin P Mc Carty	Vice President
Donald L McCammon	Vice President
Craig S McColloch	Vice President
Richard W McCollum	Vice President
James McConnell	Vice President
Michael J McGlashan	Vice President
Michael J McGowan	Vice President
Amanda B McInnis	Vice President
John M McInturff	Vice President
Mark McLaren	Vice President
Thomas C McLaughlin	Vice President
John L McPherson	Vice President
David A Meier	Vice President
Aaron M Meilleur	Vice President
Barry J Meyer	Vice President
Kelly R Meyer	Vice President
Ramon F Miguez	Vice President
Daniel C Miller	Vice President
Daniel W Mitas	Vice President
Prabhat K Mohanty	Vice President
Kerry A Moore	Vice President
Teri J Morgan	Vice President
Thomas A Morreale	Vice President
Louis P Morris	Vice President
James P Morrison	Vice President
Michael E Murphy	Vice President
Michael M Murphy	Vice President
Michael R Murray	Vice President
Roger W Nagel	Vice President
Robert R Neff	Vice President
Jason E Neil	Vice President
Richard M Niedergeses	Vice President
C Michael Ofenstein	Vice President
Ronald G Ohlsen	Vice President
Jeffrey S Olsen	Vice President
Craig A Olson	Vice President
Craig R Olson	Vice President
J David Olson	Vice President
Randall C Osburn	Vice President
Don B Owings	Vice President
Vivian L Pappel	Vice President
Danny C Park	Vice President
Dan L Pecha	Vice President

## Officers

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James P Pembroke	Vice President
James C Peterson	Vice President
Albert C Petrasek	Vice President
Paula C Pienton	Vice President
Samuel M Planck	Vice President
John R Plattsmier	Vice President
Neil A Porto	Vice President
Bruce N Poteet	Vice President
Ronald F Poulsen	Vice President
Robert L Preston	Vice President
Kristina M Price	Vice President
Michael A Principe	Vice President
Marlus K Prior	Vice President
James F Prossick	Vice President
Michael P Quinn	Vice President
Thomas A Quinn	Vice President
Timothy J Raibley	Vice President
Danny L Rakestraw	Vice President
John A Ranon	Vice President
Alison L Ratliff	Vice President
Joseph C Readling	Vice President
Lisa M Reece	Vice President
Gareth T Rees	Vice President
Steve H Reiber	Vice President
Kurt W Reichelt	Vice President
Peter E Reilly	Vice President
Ray E Reissener	Vice President
Robert C Riede	Vice President
Charles R Robinson	Vice President
Kirk C Rodgers	Vice President
Barry O Rolle	Vice President
Lawrence S Romaine	Vice President
David L Roohk	Vice President
Heidi R W Ross	Vice President
Philip E Rossbach	Vice President
Alan D Roth	Vice President
John D Rudloff	Vice President
Scott A Rustand	Vice President
Daniel W Ruth	Vice President
Matthew D Ryan	Vice President
Claude T Sakr	Vice President
Thomas R Schaffer	Vice President
James K Schroeder	Vice President
Suzanna B Schroeder	Vice President
Dennis W Schulze	Vice President
Bahram Seifipour	Vice President
Matthew J Selinger	Vice President
Kristine K Shaner	Vice President



## Officers

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William H Sharp	Vice President
James M Sheahan	Vice President
Steven L Shelton	Vice President
John E Sherk	Vice President
Wayne G Short	Vice President
Michael J Shostak	Vice President
Michael D Siedschlag	Vice President
William B Sigler	Vice President
Mark J Sikora	Vice President
David R Skinner	Vice President
Kenneth L Smith	Vice President
Warren N Smith	Vice President
Kevin P Snyder	Vice President
Marc K Soronson	Vice President
Ronald J Sova	Vice President
Stephen D Spain	Vice President
Kandi K Srb-Vampola	Vice President
Kenneth F Standig	Vice President
John P Steinert	Vice President
Jerry L Stevens	Vice President
Michael V Stimac	Vice President
Bradford M Stone	Vice President
Gregory J Stonehouse	Vice President
Richard G Stratton	Vice President
Guillermo Jose Suero	Vice President
Brian A Swindell	Vice President
Peter C Talbot	Vice President
Jon M Tanner	Vice President
Kendal R Tanner	Vice President
Chester A Teafor	Vice President
Lolene J Terry	Vice President
James A Thomas	Vice President
Kathryn W Thompson	Vice President
George E Tillett	Vice President
Brent A Tippey	Vice President
David J Traeger	Vice President
Paul M Tremel	Vice President
Lisa M Tuck	Vice President
Michael F Tugman	Vice President
Theunis A van der Veen	Vice President
Dempsey M Vass	Vice President
Samuel K Vaugh	Vice President
Perincherry Vijayakumar	Vice President
John A Villager	Vice President
David J Vozzolo	Vice President
George M Waldow	Vice President
Harry B Walker	Vice President
Roni Werman	Vice President

## Officers

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Lisa M Wheatly	Vice President
Stephanie L White	Vice President
E Duwain Whitis	Vice President
Gary A Wilken	Vice President
Bradley C Williams	Vice President
George Eric Williams	Vice President
Stanley T Williams	Vice President
Stephen C Wilson	Vice President
John E Wimberly	Vice President
Raymond A Wingert	Vice President
Paul T Witt	Vice President
Brett D Wolfe	Vice President
George M Woolwine	Vice President
Carol Corse Worsham	Vice President
Thomas G Wos	Vice President
William F Zimmerman	Vice President
Lloyd B Zola	Vice President
Louis J Pachman	Secretary
Bonnie J Kudron	Assistant Secretary
Chad M Hartnett	Treasurer
Alan G Oleson	Assistant Treasurer

**EXHIBIT "H"**

**PROJECT TASK ORDER**

**Number H- \_\_\_\_**

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

**Section A - Scope of Services:**

**Section B – Required Submittals:**

**Section C – Performance Schedule:**

**Section D – Fee Breakdown:**

**Section E – Additional Compensation:**

**Section F – Key Personnel List:**

**Section G – Disclosure:**

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Consultant

By: \_\_\_\_\_  
City